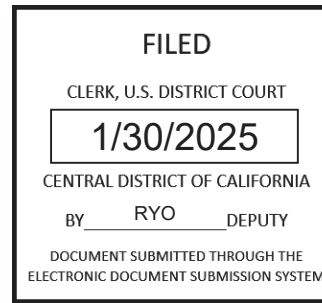


1 **Stephen Chapman**  
2 7917 Selma Ave 336  
3 Los Angeles CA 90046  
4 619-550-7543  
5 [StefinChapman@outlook.com](mailto:StefinChapman@outlook.com)  
6 Plaintiff, In Pro Per



7 **UNITED STATES DISTRICT COURT**  
8 **CENTRAL DISTRICT OF CALIFORNIA**

11 STEPHEN CHAPMAN,  
12  
13 Plaintiff,

14 v .

15 HORACE MANN PROPERTY &  
16 CASUALTY INSURANCE  
17 COMPANY, et al.

18 Defendant,  
19  
20

Case No. 2:24-CV-10546-MWF-BFM  
District Judge: Michael W. Fitzgerald

**DECLARATION OF STEPHEN R.  
CHAPMAN IN SUPPORT OF  
PLAINTIFF'S MOTION TO  
STRIKE ALL FEDERAL  
ACTIONS & FOR SANCTIONS  
AGAINST DEFENSE COUNSEL**

21 **Date: 01/29/2025**

22  
23 **TO THE HONORABLE COURT:**

24 I, **Stephen R. Chapman**, declare as follows:

- 25  
26 1. **I am the Plaintiff in this matter** and make this declaration based on my  
27 **personal knowledge of the facts and review of court records, filings, and**  
28

1           **communications with opposing counsel. If called as a witness, I could and**  
2           **would testify competently to the facts stated herein.**  
3

---

4  
5           **I. JURISDICTIONAL CONFLICT & PROCEDURAL DEFECTS IN**  
6           **REMOVAL**  
7

8           **A. Notice of Removal Was Defective & Failed to Confer Federal**  
9           **Jurisdiction**  
10

- 11           2. Defendant **Horace Mann Property & Casualty Insurance Company** filed  
12           a **Notice of Removal** in federal court on **December 6, 2024**, claiming that  
13           the case had been removed from **State Court** under **28 U.S.C. § 1441**.  
14  
15           3. However, **opposing counsel** failed to file the required **Notice of Removal**  
16           **in the State Court** until **January 7, 2025**, a **31-day** delay beyond the  
17           **statutory deadline** imposed by **28 U.S.C. § 1446(d)**.  
18  
19           4. **Federal removal is not effective until proper notice is filed with the state**  
20           **court.** Courts have consistently held that **delays in state notice invalidate**  
21           **removal altogether (Meyer v. Health Mgmt. Assocs., Inc., 841 F. Supp.**  
22           **2d 1262, 1265 (S.D. Fla. 2012)).**  
23  
24

25           **B. Deliberate Misrepresentation in Opposing Counsel's Filing**  
26

- 27           5. In an attempt to **conceal the procedural defect**, **opposing counsel** used  
28           **misleading language** in the **Notice to State Court of Removal**, creating the

1 false impression that the removal notice was filed within the statutory  
2 timeframe.

3  
4 **6. Conflicting dates between the caption page and the signature page**  
5 **suggest an intentional effort to deceive the reader into believing**  
6 **compliance with 28 U.S.C. § 1446(d).**

- 7  
8 ○ **(See Exhibit C, Item 2, State Court Caption Page 1):** Misleading  
9 claim of timely compliance.
- 10  
11 ○ **(See Exhibit C, Item 2, State Court Signature Page 2):** Confirms  
12 actual filing date of **January 7, 2025**, beyond the **30-day limit**.

13  
14 **C. Failure to File Supporting Documents in State Court**

15 **7. The federal Notice of Removal listed three supporting documents that**  
16 **were required to be filed in State Court:**

- 17  
18 ○ **Declaration of Kristin Ingulsrud**
- 19  
20 ○ **Declaration of Matthew Rubin**
- 21  
22 ○ **Notice of Interested Parties**

23 **8. A review of the State Court Docket confirms that none of these required**  
24 **filings were submitted, further invalidating the removal (See Exhibit C,**  
25 **Linked State Docket Record).**

26 **D. Defense Counsel's Insistence on Advancing Federal Proceedings**  
27 **Without Jurisdiction**  
28

1 9. I have repeatedly informed opposing counsel of these jurisdictional defects.

2 10. Despite this, **opposing counsel has continued to advance federal**  
3 **proceedings, knowingly wasting judicial resources and causing undue**  
4 **delay.**  
5

6 11. Such conduct constitutes **reckless disregard for procedural rules and an**  
7 **abuse of the litigation process (Chambers v. NASCO, Inc., 501 U.S. 32,**  
8 **46 (1991)).**  
9

---

10  
11  
12 **II. BASIS FOR SANCTIONS UNDER FRCP RULE 11 & 28 U.S.C. §**  
13 **1447(c)**  
14

15 **A. Legal Standard for Sanctions**

16 12. **Federal Rule of Civil Procedure 11(b)(1)-(3)** prohibits attorneys from:

- 17
- 18 • **Presenting pleadings for an improper purpose, such as delay or**  
19 **harassment.**
  - 20 • **Knowingly advancing claims or defenses unsupported by law or fact.**
  - 21 • **Engaging in conduct that misleads the court or opposing parties.**
- 22

23 13. **28 U.S.C. § 1447(c)** allows courts to impose **monetary sanctions,**  
24 **including attorney's fees, when a case is removed in bad faith or without**  
25 **jurisdiction.**  
26

27 **B. Opposing Counsel's Conduct Warrants Sanctions**  
28

1 14. Opposing counsel **intentionally misrepresented compliance with**  
2 **statutory deadlines**, as demonstrated by:

- 3
- 4 • **Conflicting dates within their own filing.**
  - 5 • **Filing the state notice over 30 days late.**
  - 6 • **Failing to file supporting removal documents in state court.**
- 7

8 15. Opposing counsel has engaged in a **pattern of bad faith litigation tactics**,  
9 including:

- 10
- 11 • **Ignoring the State Court's continued jurisdiction.**
  - 12 • **Advancing frivolous federal proceedings** despite clear procedural defects.
  - 13 • **Refusing to acknowledge Plaintiff's good faith efforts to resolve the matter.**
- 14
- 

15

### 16 **III. CONCLUSION & RELIEF REQUESTED**

17

18 16. Based on the **clear procedural violations and bad faith litigation tactics**, I  
19 respectfully request that the court:

20

21 **(A) Strike all filings made in federal court as ultra vires (beyond legal**  
22 **authority).**

23

24 **(B) Remand this case to State Court pursuant to 28 U.S.C. § 1447(c).**

25 **(C) Impose monetary sanctions on opposing counsel under FRCP Rule 11.**

26 **(D) Issue an order barring any further attempts at removal with prejudice.**

27

28

1 I declare under penalty of perjury under the laws of the **United States of**  
2 **America** that the foregoing is true and correct.

3  
4 **Executed this 29 day of January, 2025, in Los Angeles, California.**

5 

6 **Stephen R. Chapman**  
7 **Plaintiff, In Pro Per**

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# EXHIBIT A

**State Court Ledger & Docket Entries**

**Proves no jurisdictional transfer exists as promulgated by the defense.**



Filed by Clerk

**01/07/2025** Notice of Removal to Federal Court

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

**01/06/2025** Notice of Motion

Filed by Stephen Chapman (Plaintiff)

Hearing Date 03/13/2025

**01/06/2025** Motion for Order (TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT)

Filed by Stephen Chapman (Plaintiff)

✓ **01/03/2025** Declaration (in support of Second Amended Complaint)  
Filed by Stephen Chapman (Plaintiff)

**12/16/2024** Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

**12/05/2024** Answer

Filed by Horace Mann Property & Casualty Insurance Company (Defendant)

**11/18/2024** Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

**11/18/2024** Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

**11/14/2024** Amended Complaint ((1st) (1st))

Filed by Stephen Chapman (Plaintiff)

**11/12/2024** Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

**11/08/2024** Proof of Personal Service

Filed by Stephen Chapman (Plaintiff)

✓ **11/05/2024** Notice of Case Reassignment and Order for Plaintiff to Give Notice  
Filed by Clerk

**11/05/2024** Notice of Case Reassignment and Order for Plaintiff to Give Notice

Filed by Clerk

**10/30/2024** Summons (on Complaint)

Filed by Stephen Chapman (Plaintiff)

**10/25/2024** Notice of Case Management Conference

Filed by Clerk

**10/25/2024** Order to Show Cause Failure to File Proof of Service

Filed by Clerk

**10/24/2024** Notice of Rejection of Electronic Filing

Filed by Clerk

**10/24/2024** Order on Court Fee Waiver (Superior Court)

Filed by Clerk

**10/24/2024** Notice of Case Assignment - Unlimited Civil Case

Filed by Clerk

**10/24/2024** Alternate Dispute Resolution Packet

Filed by Clerk

**10/24/2024** Civil Case Cover Sheet

Filed by Stephen Chapman (Plaintiff)

2:24-cv-10546-MWF-BFM  
10/24/2024 Civil Case Cover Sheet

#1144

01.30.2025

Filed by Stephen Chapman (Plaintiff)

10/24/2024 Complaint

Filed by Stephen Chapman (Plaintiff)

## PROCEEDINGS HELD

---

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

### Proceedings Held (Proceeding dates listed in descending order)

01/14/2025 at 3:56 PM in Department 40, Michael Shultz, Presiding

Non-Appearance Case Review

## REGISTER OF ACTIONS

---

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

✓ 01/27/2025 Summons on Complaint (1st); Issued and Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Raymond Pruitt (Defendant)

✓ 01/21/2025 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff)

01/14/2025 Case Management Conference scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

01/14/2025 Minute Order (Non-Appearance Case Review regarding Order to Show Cause Hear...)

01/14/2025 Certificate of Mailing for (Non-Appearance Case Review regarding Order to Show Cause Hear...) of 01/14/2025; Filed by: Clerk

01/14/2025 On the Court's own motion, Order to Show Cause Re: Failure to File Proof of Service scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Vacated by Court on 01/14/2025

01/14/2025 On the Court's own motion, Case Management Conference scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Advanced and Continued - by Court was rescheduled to 03/13/2025 08:30 AM

Removal is Pending until scheduled Motion is Heard and if the removal is Ordered as Proper

✗ 01/07/2025 Notice of Removal to Federal Court; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant)

01/07/2025 The case is placed in special status of: Stay - Removal to Federal Court

01/06/2025 Motion for Order TO STRIKE NOTICE OF REMOVAL, RECOGNIZE SECOND AMENDED COMPLAINT AS OPERATIVE PLEADING, AND REMAND TO STATE COURT; Filed by: Stephen Chapman (Plaintiff)

01/06/2025 Notice of Motion; Filed by: Stephen Chapman (Plaintiff)

01/06/2025 Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court scheduled for 03/13/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

01/03/2025 Declaration in support of Second Amended Complaint; Filed by: Stephen Chapman (Plaintiff)

12/28/2024 Hearing on Motion for Stay of Proceedings scheduled for 03/18/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40 Not Held - Vacated by Court on 12/28/2024

12/16/2024 Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff)

12/05/2024 Answer; Filed by: Horace Mann Property & Casualty Insurance Company (Defendant); As to: Stephen Chapman

**11/18/2024** Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Date: 11/14/2024; Service Cost: 41.30; Service Cost Waived: No

**11/18/2024** Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Cost Waived: No; Service Cost: 40.00; Service Date: 11/14/2024

**11/14/2024** Amended Complaint (1st) (1st); Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

**11/12/2024** Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Cost Waived: No; Service Cost: 40.00; Service Date: 11/08/2024

**11/12/2024** Case reassigned to Stanley Mosk Courthouse in Department 40 - Hon. Michael Shultze effective 11/12/2024; Reason: Inventory Transfer

**11/08/2024** Proof of Personal Service; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant); Service Date: 11/08/2024; Service Cost: 41.30; Service Cost Waived: No

**11/05/2024** Notice of Case Reassignment and Order for Plaintiff to Give Notice; Filed by: Clerk

**11/05/2024** Notice of Case Reassignment and Order for Plaintiff to Give Notice; Filed by: Clerk

**10/30/2024** Summons on Complaint; Issued and Filed by: Stephen Chapman (Plaintiff)

**10/25/2024** Case Management Conference scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

**10/25/2024** Order to Show Cause Failure to File Proof of Service; Filed by: Clerk

**10/25/2024** Notice of Case Management Conference; Filed by: Clerk

**10/25/2024** Address for Stephen Chapman (Plaintiff) clerical correction

**10/25/2024** Updated -- Stephan Chapman (Plaintiff): First Name: Stephan; Last Name: Chapman; Organization Name: blank

**10/25/2024** Updated -- Stephen Chapman (Plaintiff): First Name changed from Stephan to Stephen

**10/25/2024** Order to Show Cause Re: Failure to File Proof of Service scheduled for 02/26/2025 at 08:30 AM in Stanley Mosk Courthouse at Department 40

**10/24/2024** Complaint; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

**10/24/2024** Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

**10/24/2024** Civil Case Cover Sheet; Filed by: Stephen Chapman (Plaintiff); As to: Horace Mann Property & Casualty Insurance Company (Defendant)

**10/24/2024** Alternate Dispute Resolution Packet; Filed by: Clerk

**10/24/2024** Notice of Case Assignment - Unlimited Civil Case; Filed by: Clerk

**10/24/2024** Updated -- Order on Court Fee Waiver (Superior Court): Status Date changed from 10/24/2024 to 10/24/2024 ; Status changed from TP to Signed and Filed

**10/24/2024** Case assigned to Hon. Anne Richardson in Department 40 Stanley Mosk Courthouse

**10/24/2024** Order on Court Fee Waiver (Superior Court); TP by:

# EXHIBIT B

**State Court Order scheduling Motion to Strike/Remand hearing.  
Confirmed by the enclosed (see page 1) [state] clerk endorsement.**

## CASE INFORMATION

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

**Case Number:** 24STCV27909

STEPHEN CHAPMAN VS HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY

**Filing Courthouse:** Stanley Mosk Courthouse

**Filing Date:** 10/24/2024

**Case Type:** Insurance Coverage (not complex) (General Jurisdiction)

**Status:** Pending

[Click here to access document images for this case](#)

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page

## FUTURE HEARINGS

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

**03/13/2025** at 08:30 AM in Department 40 at 111 North Hill Street, Los Angeles, CA 90012  
Case Management Conference

**03/13/2025** at 08:30 AM in Department 40 at 111 North Hill Street, Los Angeles, CA 90012  
Hearing on Motion for Order Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court

## PARTY INFORMATION

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

CHAPMAN STEPHEN - Plaintiff

HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY - Defendant

INGULSRUD KRISTIN - Attorney for Defendant

PRUITT RAYMOND DBA RAYMOND PRUITT - Defendant

## DOCUMENTS FILED

Case Information | Register Of Actions | FUTURE HEARINGS | PARTY INFORMATION | Documents Filed | Proceedings Held

### Documents Filed (Filing dates listed in descending order)

✓ **01/27/2025** Summons (on Complaint (1st))  
Filed by Stephen Chapman (Plaintiff)

✓ **01/21/2025** Civil Case Cover Sheet  
Filed by Stephen Chapman (Plaintiff)

**01/14/2025** Certificate of Mailing for ((Non-Appearance Case Review regarding Order to Show Cause Hear...) of 01/14/2025)  
Filed by Clerk

**01/14/2025** Minute Order ( (Non-Appearance Case Review regarding Order to Show Cause Hear...))

# EXHIBIT C

Demonstrated Cause(s) of Action to Support Order for Sanctions; Notice to State Court of Removal (Filed in State Court - Jan 7, 2025)

## **Exhibit C further demonstrates Willful Misrepresentation & Procedural Defect:**

- Conflicting dates indicate an unlawful attempt to cure a jurisdictional defect.
- State court notice was filed 31 days after federal removal, violating 28 U.S.C. Â§ 1446(d).

### **See redlined dates in conflict:**

- (See state caption page 1) â€“ Caption misleadingly claims compliance with statutory deadline.
- (See state caption page 2) â€“ Signature date in direct conflict with purported compliance, confirming the actual filing date beyond the 30-day limit.
- (See exhibit page 4) â€“ [Banner] timestamp confirms the date filed in federal court (12/06/2024).

## **Exh., C.2: Additional Procedural Violations:**

- Failure to file concurrent substantive documents in state court:  
(see Federal Notice of Removal) missing exhibits titled:
  - Declaration of Kristin
  - Declaration of Matthew
  - Notice to Interested Parties

>>Link to State Docket: Confirms **Failure to File**.

**Confirms Bad Faith: Defense's attempt to conceal procedural defect through deceptive structuring of document, subjects Plaintiff to undue Prejudice before the Federal Court.**

**FREEMAN MATHIS & GARY, LLP**

Marc Shrake, SBN 219331

[mshrake@fmglaw.com](mailto:mshrake@fmglaw.com)

Kristin A. Ingulsrud, SBN 294532

[kristin.ingulsrud@fmglaw.com](mailto:kristin.ingulsrud@fmglaw.com)

550 S. Hope Street, Suite 2200

Los Angeles, CA 90071

T.: 213.615.7000 | F: 833.264.2083

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/07/2025 11:24 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By A. Lopez, Deputy Clerk

*Attorneys for Defendant*

*Horace Mann Property*

*& Casualty Insurance Company*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,

Plaintiff,

v.

HORACE MANN PROPERTY & CASUALTY  
INSURANCE COMPANY,

Defendants,

CASE NO.: 24STCV27909

[Assigned for All Purposes to Dept 40,  
Hon. Michael Shultz]

**DEFENDANT HORACE MANN  
PROPERTY & CASUALTY INSURANCE  
COMPANY'S NOTICE OF FILING  
NOTICE OF REMOVAL**

Complaint filed: October 24, 2024

Trial Date: None

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 6, 2024, Defendant Horace Mann Property & Casualty Insurance Company filed a Notice of Removal in the United States District Court for the Central District of California. This Notice is provided in compliance with 28 U.S.C. § 1446(d).

///

///

///

1 A true and correct file-stamped copy of the Notice of Removal is attached hereto as **Exhibit**

2 **A.**

3


Respectfully submitted,

4 DATED: January 7, 2025

**FREEMAN MATHIS & GARY, LLP**

5

6



Marc Shrake

7

Kristin A. Ingulsrud

8

*Attorneys for Defendant*

9

*Horace Mann Property*

10

*& Casualty Insurance Company*

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# EXHIBIT A

FREEMAN MATHIS & GARY, LLP  
Marc Shrake, SBN 219331  
[mshrake@fmglaw.com](mailto:mshrake@fmglaw.com)  
Kristin A. Ingulsrud, SBN 294532  
[kristin.ingulsrud@fmglaw.com](mailto:kristin.ingulsrud@fmglaw.com)  
550 South Hope Street, Suite 2200  
Los Angeles, California 90071  
T: 213.615.7000 | F: 833.264.2083

Attorneys for Defendant Horace Mann Property  
and Casualty Insurance Company

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,  
  
Plaintiff,  
  
v.  
  
HORACE MANN PROPERTY &  
CASUALTY INSURANCE  
COMPANY,  
  
Defendant.

Case No. 2:24-cv-10546  
District Judge:

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. § 1441**

*[Filed concurrently with Declaration of  
Kristin Ingulsrud; Declaration of Matthew  
Rubin; Civil Cover Sheet; Notice of  
Interested Parties]*

State Complaint Filed: October 24, 2024  
Removal Filed: December 6, 2024

**TO THE HONORABLE COURT, PARTIES, AND COUNSEL OF RECORD:**

Defendant Horace Mann Property and Casualty Insurance Company (“Horace Mann”) hereby removes this action from the Superior Court of the State of California, County of Los Angeles, where it is currently pending as Stephen Chapman v. Horace Mann Property & Casualty Insurance Company, Case No. 24STCV27909 (“State Action”), to the United States District Court for the Central District of California.

Removal is warranted under 28 U.S.C. §1441(b) because the Court has subject matter jurisdiction under 28 U.S.C. §1332 over the State Action. Under 28 U.S.C.

1 §1332(c)(1), full diversity exists among the parties, as evidenced by the states where  
2 Horace Mann is incorporated and maintains its principal place of business (Illinois)  
3 and where Plaintiff Stephen Chapman resides (California). The amount in controversy  
4 exceeds the sum of \$75,000.

5 This Notice of Removal is timely because it is filed within thirty days after  
6 service of a copy of the Summons and Complaint of the State Action upon Horace  
7 Mann, which occurred on November 8, 2024.

8 Under 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders in the  
9 State Action received by Horace Mann are attached to the Declaration of Kristin  
10 Ingulsrud as Exhibit A.

11 Pursuant to 28 U.S.C. § 1446(d), a Notice to State Court of Removal of Action  
12 to Federal Court, together with this Notice of Removal, will be served upon Chapman  
13 on December 6, 2024, and will be filed in the State Action.

### 14 **BACKGROUND**

15 On October 24, 2024, Plaintiff Chapman commenced the State Action. On  
16 November 14, 2024, he filed a First Amended Complaint. listing purported causes of  
17 action titled (1) Breach of Contract, (2) Bad Faith Denial of Insurance Benefits, (3)  
18 Fraud and Intentional Misrepresentation, (4) Negligent Misrepresentation, (4)  
19 Negligent Misrepresentation, (5) Breach of Fiduciary Duty, (6) Malfeasance, (7)  
20 Oppressive Conduct, (8) Violation of California Insurance Code § 662, (9) Violation  
21 of California Business & Professions Code § 17200, (10) Intentional Infliction of  
22 Emotional Distress (IIED), and (11) Negligent Infliction of Emotional Distress  
23 (NIED).

### 24 **GROUND FOR REMOVAL**

25 This Court has subject matter jurisdiction over the State Action under 28 U.S.C.  
26 §1332, which confers upon the “district courts . . . original jurisdiction of all civil  
27 actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive  
28 of interest and costs, and is between . . . citizens of different States[.]”

**AMOUNT IN CONTROVERSY**

The allegations and claims in the First Amended Complaint seek recovery for alleged losses after Horace Mann, because of Plaintiff's non-payment of premium, canceled an automobile policy with bodily injury liability limits of \$100,000 per person/\$300,000 per accident, property damage liability limit of \$100,000 per accident, medical payments limit of \$5,000 per insured, UM/UIM bodily injury limits of \$100,000 per person/\$300,000 per accident, collision coverage, other-than-collision coverage, and other coverages. In addition to benefits from the non-existent policy, the First Amended Complaint seeks compensatory damages and lost wages caused by the absence of insurance, emotional distress damages, punitive damages, and attorney's fees and costs. It therefore appears that Plaintiff will be seeking an amount in excess of \$75,000.00<sup>1</sup>, although Horace Mann's position is that Plaintiff is entitled to nothing because Horace Mann acted lawfully and properly, including meeting the notice requirements. See Ingulsrud Decl., Exh. A; Declaration of Matthew Rubin, Exh. 1.

**DIVERSITY OF CITIZENSHIP**

Plaintiff is an individual residing in the County of Los Angeles, State of California. See Ingulsrud Decl., Exh. A, First Amended Complaint.

Defendant Horace Mann is a corporation organized and existing under the laws of the state of Illinois, with its principal place of business in Springfield, Illinois. Horace Mann is, and was at the commencement of the State Action, a resident and citizen of the state of Illinois and of the United States. See Ingulsrud Dec., Exh. A, First Amended Complaint.

//

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<sup>1</sup> Horace Mann reserves all rights, including without limitation its right to contest the quantum of damages sought by Chapman.

Accordingly, there is complete diversity of citizenship, this Court has jurisdiction over this action, and the State Action is properly removed under 28 U.S.C. § 1441.

WHEREFORE, Horace Mann files this Notice of Removal so that the State Action shall be removed to this Court for all further proceedings.

Dated: December 6, 2024

**FREEMAN MATHIS & GARY, LLP**

By: /s/ Kristin Ingulsrud  
 Marc J. Shrake  
 Kristin A. Ingulsrud  
 Attorneys for Defendant Horace Mann  
 Property and Casualty Insurance  
 Company

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of December, 2024, I served the foregoing document described as **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. 1441** via email and U.S. Mail, on the interested parties in this action as follows:

<b>STEPHEN CHAPMAN, IN PRO PER</b> 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 <a href="mailto:stefinchapman@outlook.com">stefinchapman@outlook.com</a>	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

**PROOF OF SERVICE**

*Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909*

I am over 18 years of age and not a party to this action. I am employed in Los Angeles, California. My business address is 550 S. Hope Street, Suite 2200, Los Angeles, California 90071, my email: [connie.spears@fmglaw.com](mailto:connie.spears@fmglaw.com).

On January 7, 2025, I served a copy of the document(s) entitled: **DEFENDANT HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY'S NOTICE OF FILING NOTICE OF REMOVAL** in the manner described below:

**STEPHEN CHAPMAN, IN PRO PER**

7917 Selma Avenue 336

Los Angeles, CA 90046

T: 619.550.7543

[stefinchapman@outlook.com](mailto:stefinchapman@outlook.com)

- ☒ **(BY MAIL)** I deposited such envelope(s) in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of FREEMAN MATHIS & GARY, LLP and addressed as shown on the attached service list, for collection and delivery by FEDEX to receive said documents, with delivery fees provided for. I am readily familiar with the practices of FREEMAN MATHIS & GARY, LLP for collection and processing of documents for overnight delivery and said envelope(s) will be deposited for receipt by FEDEX on said date in the ordinary course of business.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope(s) to be delivered by hand to the offices of the addressee(s).
- ☒ **(BY-E-MAIL)** I caused a copy of the document(s) to be sent from e-mail address [connie.spears@fmglaw.com](mailto:connie.spears@fmglaw.com) to the person(s) at the email address(es) listed in the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 7, 2025, at Houston, Texas.

  
\_\_\_\_\_  
Connie Spears

# EXHIBIT C.2

**Document:** Evidence of procedural misconduct by Defendant.  
**Includes:** Relevant communications, discrepancies in removal filings, and proof of bad faith litigation strategies.



# EXHIBIT A

FREEMAN MATHIS & GARY, LLP  
Marc Shrake, SBN 219331  
[mshrake@fmglaw.com](mailto:mshrake@fmglaw.com)  
Kristin A. Ingulsrud, SBN 294532  
[kristin.ingulsrud@fmglaw.com](mailto:kristin.ingulsrud@fmglaw.com)  
550 South Hope Street, Suite 2200  
Los Angeles, California 90071  
T: 213.615.7000 | F: 833.264.2083

Attorneys for Defendant Horace Mann Property  
and Casualty Insurance Company

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,  
  
Plaintiff,

v.

HORACE MANN PROPERTY &  
CASUALTY INSURANCE  
COMPANY,

Defendant.

Case No. 2:24-cv-10546  
District Judge:

**NOTICE OF REMOVAL OF ACTION  
UNDER 28 U.S.C. § 1441**

[Filed concurrently with ~~Declaration of~~  
~~Kristin Ingulsrud~~; ~~Declaration of Matthew~~  
~~Rubin~~; Civil Cover Sheet; ~~Notice of~~  
~~Interested Parties~~]

State Complaint Filed: October 24, 2024  
Removal Filed: December 6, 2024

**TO THE HONORABLE COURT, PARTIES, AND COUNSEL OF RECORD:**

Defendant Horace Mann Property and Casualty Insurance Company (“Horace Mann”) hereby removes this action from the Superior Court of the State of California, County of Los Angeles, where it is currently pending as Stephen Chapman v. Horace Mann Property & Casualty Insurance Company, Case No. 24STCV27909 (“State Action”), to the United States District Court for the Central District of California.

Removal is warranted under 28 U.S.C. §1441(b) because the Court has subject matter jurisdiction under 28 U.S.C. §1332 over the State Action. Under 28 U.S.C.

§1332(c)(1), full diversity exists among the parties, as evidenced by the states where Horace Mann is incorporated and maintains its principal place of business (Illinois) and where Plaintiff Stephen Chapman resides (California). The amount in controversy exceeds the sum of \$75,000.

This Notice of Removal is timely because it is filed within thirty days after service of a copy of the Summons and Complaint of the State Action upon Horace Mann, which occurred on November 8, 2024.

Under 28 U.S.C. § 1446(a), copies of all process, pleadings, and orders in the State Action received by Horace Mann are attached to the Declaration of Kristin Ingulsrud as Exhibit A.

Pursuant to 28 U.S.C. § 1446(d), a Notice to State Court of Removal of Action to Federal Court, together with this Notice of Removal, will be served upon Chapman on December 6, 2024, and will be filed in the State Action.

### **BACKGROUND**

On October 24, 2024, Plaintiff Chapman commenced the State Action. On November 14, 2024, he filed a First Amended Complaint. listing purported causes of action titled (1) Breach of Contract, (2) Bad Faith Denial of Insurance Benefits, (3) Fraud and Intentional Misrepresentation, (4) Negligent Misrepresentation, (4) Negligent Misrepresentation, (5) Breach of Fiduciary Duty, (6) Malfeasance, (7) Oppressive Conduct, (8) Violation of California Insurance Code § 662, (9) Violation of California Business & Professions Code § 17200, (10) Intentional Infliction of Emotional Distress (IIED), and (11) Negligent Infliction of Emotional Distress (NIED).

### **GROUND FOR REMOVAL**

This Court has subject matter jurisdiction over the State Action under 28 U.S.C. §1332, which confers upon the “district courts . . . original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States[.]”

1 **AMOUNT IN CONTROVERSY**

2 The allegations and claims in the First Amended Complaint seek recovery for  
3 alleged losses after Horace Mann, because of Plaintiff's non-payment of premium,  
4 canceled an automobile policy with bodily injury liability limits of \$100,000 per  
5 person/\$300,000 per accident, property damage liability limit of \$100,000 per  
6 accident, medical payments limit of \$5,000 per insured, UM/UIM bodily injury limits  
7 of \$100,000 per person/\$300,000 per accident, collision coverage, other-than-collision  
8 coverage, and other coverages. In addition to benefits from the non-existent policy,  
9 the First Amended Complaint seeks compensatory damages and lost wages caused by  
10 the absence of insurance, emotional distress damages, punitive damages, and  
11 attorney's fees and costs. It therefore appears that Plaintiff will be seeking an amount  
12 in excess of \$75,000.00<sup>1</sup>, although Horace Mann's position is that Plaintiff is entitled  
13 to nothing because Horace Mann acted lawfully and properly, including meeting the  
14 notice requirements. See Ingulsrud Decl., Exh. A; Declaration of Matthew Rubin,  
15 Exh. 1.

16 **DIVERSITY OF CITIZENSHIP**

17 Plaintiff is an individual residing in the County of Los Angeles, State of  
18 California. See Ingulsrud Decl., Exh. A, First Amended Complaint.

19 Defendant Horace Mann is a corporation organized and existing under the laws  
20 of the state of Illinois, with its principal place of business in Springfield, Illinois.  
21 Horace Mann is, and was at the commencement of the State Action, a resident and  
22 citizen of the state of Illinois and of the United States. See Ingulsrud Dec., Exh. A,  
23 First Amended Complaint.

24 //

25  
26  
27  
28 <sup>1</sup> Horace Mann reserves all rights, including without limitation its right to contest the  
quantum of damages sought by Chapman.

1           Accordingly, there is complete diversity of citizenship, this Court has  
2 jurisdiction over this action, and the State Action is properly removed under 28 U.S.C.  
3 § 1441.

4           WHEREFORE, Horace Mann files this Notice of Removal so that the State  
5 Action shall be removed to this Court for all further proceedings.

6 Dated: December 6, 2024

**FREEMAN MATHIS & GARY, LLP**

7  
8 By: /s/ Kristin Ingulsrud  
9 Marc J. Shrake  
10 Kristin A. Ingulsrud  
11 Attorneys for Defendant Horace Mann  
12 Property and Casualty Insurance  
13 Company  
14  
15  
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17  
18  
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28

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of December, 2024, I served the foregoing document described as **NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. 1441** via email and U.S. Mail, on the interested parties in this action as follows:

<b>STEPHEN CHAPMAN, IN PRO PER</b> 7917 Selma Avenue 336 Los Angeles, CA 90046 T: 619.550.7543 <a href="mailto:stefinchapman@outlook.com">stefinchapman@outlook.com</a>	
---	--

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court under whose direction the service was made.

Executed on December 6, 2024, at Houston, TX.

/s/ Connie Spears

**PROOF OF SERVICE**

*Stephen Chapman v. Horace Mann Property, et al. | Case No. 24STCV27909*

I am over 18 years of age and not a party to this action. I am employed in Los Angeles, California. My business address is 550 S. Hope Street, Suite 2200, Los Angeles, California 90071, my email: [connie.spears@fmglaw.com](mailto:connie.spears@fmglaw.com).

On January 7, 2025, I served a copy of the document(s) entitled: **DEFENDANT HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY'S NOTICE OF FILING NOTICE OF REMOVAL** in the manner described below:

**STEPHEN CHAPMAN, IN PRO PER**

7917 Selma Avenue 336

Los Angeles, CA 90046

T: 619.550.7543

[stefinchapman@outlook.com](mailto:stefinchapman@outlook.com)

- ☒ **(BY MAIL)** I deposited such envelope(s) in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **(BY OVERNIGHT DELIVERY)** I placed said documents in envelope(s) for collection following ordinary business practices, at the business offices of FREEMAN MATHIS & GARY, LLP and addressed as shown on the attached service list, for collection and delivery by FEDEX to receive said documents, with delivery fees provided for. I am readily familiar with the practices of FREEMAN MATHIS & GARY, LLP for collection and processing of documents for overnight delivery and said envelope(s) will be deposited for receipt by FEDEX on said date in the ordinary course of business.
- ☐ **(BY PERSONAL SERVICE)** I caused such envelope(s) to be delivered by hand to the offices of the addressee(s).
- ☒ **(BY-E-MAIL)** I caused a copy of the document(s) to be sent from e-mail address [connie.spears@fmglaw.com](mailto:connie.spears@fmglaw.com) to the person(s) at the email address(es) listed in the attached Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- ☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 7, 2025, at Houston, Texas.

  
\_\_\_\_\_  
Connie Spears

# EXHIBIT D

**Document: Proofs of Service for SAC and related motions.  
Dates: January 6, 2025, and January 14, 2025.**



1 **Stephen Chapman**  
2 7917 Selma Ave 336  
3 Los Angeles CA 90046  
4 619-550-7543  
5 [StefinChapman@outlook.com](mailto:StefinChapman@outlook.com)  
6 Plaintiff, In Pro Per

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/03/2025 1:48 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By R. Sanchez, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8  
9 **FOR THE COUNTY OF LOS ANGELES**

10 **STEPHEN R. CHAPMAN,**  
11  
12 **Plaintiff,**

Case No.: 24STCV27909  
Judge: Honorable Michael Shultz  
Department 40

13 **v.**

14 **HORACE MANN PROPERTY &**  
15 **CASUALTY INSURANCE COMPANY, et**  
16 **al., Defendants (inclusive of DOES 1 through**  
17 **50, inclusive, and each of them).**

**DECLARATION OF STEPHEN**  
**CHAPMAN, IN SUPPORT OF**  
**RECOGNITION OF SECOND AMENDED**  
**COMPLAINT**

**DATED: 12/31/2024**

18 **Defendants.**

19 **DECLARATION OF STEPHEN CHAPMAN**

20 **I, Stephen Chapman, declare as follows:**

- 21 1. I am the Plaintiff in the above-captioned matter and make this declaration to  
22 address the procedural status of my Second Amended Complaint (SAC).  
23  
24 2. On December 10, 2024, I submitted the SAC to the Superior Court of California,  
25 County of Los Angeles, where it was accepted prior to the Defendants' filing of  
26 their Notice of Removal on December 12, 2024.  
27  
28

EXHIBIT A

3. The SAC formally names Defendant Raymond Pruitt, Agent of Record,  
Representative of Horace Mann, appointed to transact in the State of California;  
where he is Licensed and a resident, as a central party to this action. This  
inclusion destroys diversity jurisdiction under 28 U.S.C. § 1332(a) and triggers  
the forum defendant rule under 28 U.S.C. § 1441(b)(2).
4. As of the date of this declaration, I have not yet received a court-stamped copy of  
the SAC due to procedural delays caused by the Notice of Removal shortly after  
its acceptance.
5. I respectfully request that this Court recognize the SAC as the operative pleading  
for all purposes, including the determination of subject matter jurisdiction and fair  
adjudication.
6. Attached hereto are the following supporting documents:
  - a. A true and correct copy of the SAC as submitted to the Superior Court on  
December 10, 2024 (**Exhibit A**).
  - b. Proof of submission or acceptance of the SAC by the Superior Court,  
including electronic filing confirmation (*see left margin*) (**Exhibit A**).

I declare under penalty of perjury under the laws of the United States of America that the  
foregoing is true and correct. Executed on December 18, 2024, at Los Angeles, California.

DATED: 12/31/2024

  
Stephen Chapman Plaintiff, In Pro Per

# EXHIBIT A

STEPHEN CHAPMAN  
7917 SELMA AVE 336  
LOS ANGELES, CA, 90046  
(619)550-7543  
Stefinchapman@outlook.com  
STEPHEN CHAPMAN , IN PRO PER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

STEPHEN CHAPMAN,  
Plaintiff,

v.

HORACE MANN PROPERTY &  
CASUALTY INSURANCE COMPANY,  
and RAYMOND PRUITT  
Defendants.

Case Number: 24STCV27909  
Honorable Michael Shultz  
Department 40

**SECOND AMENDED COMPLAINT  
FOR BREACH OF CONTRACT,  
BAD FAITH DENIAL OF  
INSURANCE BENEFITS, FRAUD,  
AND RELATED CAUSES OF  
ACTION**

Dated 12.10.2024

CIVIL UNLIMITED

**SECOND AMENDED COMPLAINT FOR BREACH OF CONTRACT, BAD FAITH DENIAL OF  
INSURANCE BENEFITS, FRAUD, MALFEASANCE. OPPRESSIVE CONDUCT,  
NEGLIGENCE, VIOLATION OF CALIFORNIA INSURANCE CODE, AND RELATED  
CAUSES OF ACTION**

28 **COME NOW**, Plaintiff Stephen Chapman and hereby files this Second Amended Complaint against  
29 Defendants Horace Mann Property & Casualty Insurance Company, and Raymond Pruitt, and alleges as  
30 follows:

31 **INTRODUCTION**

32 Plaintiff Stephen Chapman files this Second Amended Complaint against Defendants Horace Mann  
33 Property & Casualty Insurance Company and Raymond Pruitt for damages resulting from wrongful  
34 policy cancellation, mismanagement of payments, and failure to honor obligations under California law.

35 **PARTIES**

36 **Plaintiff Stephen Chapman** is an individual residing in Los Angeles County, California.

37 **Defendant Horace Mann Property & Casualty Insurance Company** is a corporation organized under  
38 the laws of Illinois, authorized to conduct business in California, and engaged in issuing policies to  
39 California residents.

40 **Defendant Raymond Pruitt** is a licensed insurance agent in California who directly managed Plaintiff's  
41 policy, including payments and communications, and whose actions contributed to the wrongful  
42 cancellation of Plaintiff's policy.

43 **JURISDICTION AND VENUE**

44 **Jurisdiction is proper** under Article VI, Section 10 of the California Constitution, as the amount in  
45 controversy exceeds the jurisdictional threshold of the Superior Court.

46 **Venue is proper** under California Code of Civil Procedure § 395(a) because Defendants conduct  
47 substantial business in Los Angeles County, where the actions giving rise to this complaint occurred,  
48 including Defendant's communication and actions regarding Plaintiff's policy.

49 Additionally, Defendant Raymond Pruitt is a **California Registered Licensed Insurance Agent**; who's  
50 main office is located at 114 N INDIAN HILL #D CLAREMONT, CA 91711

51 Although Horace Mann Property & Casualty Insurance Company is headquartered in Illinois, conducts  
52 business in **California under its NAIC number 22756**, and its situs for purposes of this policy and  
53 dispute is California.

54 **FACTUAL ALLEGATIONS**

Plaintiff purchased an auto insurance policy (Initial Policy Number: 65000544570101, heretofore 65000544570102) on January 6, 2022, facilitated and managed by Defendant Pruitt. The premium for the initial **six-month term was \$1,246.88 after the AAA membership discount**, which reflects the **"free coverage period" from January 10, 2022, to January 24, 2022** granted by Agent Raymond Pruitt on 01.24.2022.

Plaintiff made the following premium payments

- o **January 6, 2022:** \$213.71 (Horace Mann processed payment on 01/27/2022)

Subsequent payments were made via the **Easy Pay** system:

- o **March 16, 2022:** \$269.66
- o **April 18, 2022:** \$269.65
- o **May 17, 2022:** \$269.67
- o **June 16, 2022:** \$531.50 (resulting in a **credit balance of \$411.26**)
- On or around January 24, 2022, Defendant informed Plaintiff that due to internal system errors, a replacement policy/account Number: 65000544570102 was issued with the same terms, conditions, and coverage as the initial policy, backdated to January 10, 2022.
- **Defendant Raymond Pruitt** communicated via email that there would be **no cost for coverage from January 10, 2022, to January 24, 2022**, due to the **internal system error**. The initial payment made by Plaintiff on January 6, 2022 in the amount of \$213.71 was processed on January 27, 2022.
- Despite the **timely payments and the credit balance**, Defendant canceled Plaintiff's policy on August 15, 2022, citing non-payment for July (approximately \$270.00 due). Evidence indicates that the **\$411.26 credit** was not applied to the July installment, which would have **maintained the policy in force with a positive forward balance credit of approx. \$141.26**.
- Additionally, **falsely purported** payment records introduced as evidence by Defendant include **incorrect account numbers**, unrelated to Plaintiff's account in question.
- **Bank of America confirmed that no payments were declined** during the relevant period.
- Defendant assured Plaintiff multiple times that the policy was active and that any discrepancies regarding payment processing, policy execution, and internal errors were being addressed.

However, the **policy was canceled due to internal system errors and procedural mismanagement.**

- Plaintiff was unable to meet employment requirements, which verifies and mandates consistent vehicle ownership and a valid auto insurance policy of specified coverages. As a result of the defendants inactions/actions, the Plaintiff was unable to comply with industry standards and IRS requirements, directly impacting his ability to maintain gainful employment and loss wages.
- On July 8, 2022, per conditions of employment, Plaintiff requested a copy of the policy declaration for the upcoming policy renewal scheduled for July 10, 2022. **On July 11, 2022, Defendant, Raymond Pruitt, provided the policy declarations for both the auto and renters policies, along with the auto insurance cards for the renewal period.** Despite the claim of non-payment that allegedly occurred on 06/05/2022.
- On **November 21, 2022, Plaintiff filed a claim following an auto accident.** Defendant submitted the claim AU02376913; while making no effort to resolve the matter the claim remained active for several months, although subsequently denied the claim, citing the [improper] cancellation of the policy.
- **Defendant did not comply with California Insurance Code § 662,** which requires proper notice of cancellation and an opportunity for Plaintiff to cure any alleged deficiencies in payment.
- Defendant also **presented transaction records** with redacted account numbers, which were later found to be **inconsistent with Plaintiff's account.**
- A **recorded conversation** with a Horace Mann agent indicated that there were **procedural errors,** and the **agent acknowledged payments made** that further review was required and suggested that the **cancellation may have been improper.**

As a result of Defendant's actions, Plaintiff incurred financial losses, including medical expenses, lost wages, and other related damages.

## CAUSES OF ACTION

### FIRST CAUSE OF ACTION: Breach of Contract

Plaintiff realleges and incorporates by reference all prior paragraphs as though fully set forth herein.

- Defendants breached the insurance contract by failing to properly process payments, misapplying credits, and wrongfully canceling Plaintiff's policy despite his compliance with payment obligations.
- Wrongfully canceling Plaintiff's policy despite timely payments; proof of payments, and several attempts to resolve this matter in good faith
- Failing to properly notify Plaintiff of the cancellation as required under **California Insurance Code § 662**;
- Failing to honor Plaintiff's **legitimate insurance claim** following an accident in November 2022.

As a result of Defendant's breach, Plaintiff suffered damages including lost wages, medical expenses, policy benefits, Delayed treatment and quality of care for injuries sustained, lifelong pain and suffering, as well as emotional distress.

#### **SECOND CAUSE OF ACTION: Bad Faith Denial of Insurance Benefits**

Plaintiff realleges and incorporates by reference all prior paragraphs as though fully set forth herein.

- Defendants acted in bad faith by ignoring documented payments, failing to credit overpayments, and submitting erroneous records to justify wrongful policy cancellation.
- Defendants' actions were intentional, malicious, and oppressive, warranting the imposition of punitive damages.
- Defendant knowingly and intentionally violated **California Insurance Code § 1861.03**.

As a result of Defendant's bad faith conduct, Plaintiff suffered due to delayed treatment and quality of care for injuries sustained, chronic pain and suffering, financial losses, emotional distress, and lost benefits.

#### **THIRD CAUSE OF ACTION: Fraud and Intentional Misrepresentation**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant knowingly made false representations regarding Plaintiff's policy status, including falsified transaction records and claims of declined payments.
- Defendant presented fraudulent records and statements to Plaintiff and the California Department of Insurance to justify the wrongful cancellation and undermine California State Insurance Code.



Defendant's fraudulent conduct was intended to deceive Plaintiff, and the California Department of Insurance causing Plaintiff financial harm and emotional distress, loss wages in time allocated towards preparing objections aimed at claiming what the Plaintiff is lawfully entitled to.

**FOURTH CAUSE OF ACTION: Negligent Misrepresentation**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant negligently misrepresented the status of Plaintiff's payments, policy, and coverage through its agents.

These misrepresentations caused Plaintiff financial losses and emotional distress.

**FIFTH CAUSE OF ACTION: Breach of Fiduciary Duty**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant owed Plaintiff a fiduciary duty to act in good faith and exercise reasonable care in handling his policy and claims.
- Defendant breached this duty by wrongfully canceling the policy, misrepresenting payment records, and failing to properly investigate Plaintiff's claims.

As a result, Plaintiff suffered financial harm and emotional distress.

**SIXTH CAUSE OF ACTION: Malfeasance**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant engaged in malfeasance, including submitting fraudulent documents and misrepresenting payment status to justify wrongful cancellation.

This conduct caused Plaintiff significant financial losses and emotional distress.

**SEVENTH CAUSE OF ACTION: Oppressive Conduct**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant's actions in falsifying records, mishandling payments, and wrongfully canceling Plaintiff's policy constitute oppressive misconduct.
- Defendant acted with malicious intent to deny Plaintiff his rightful benefits.

**EIGHTH CAUSE OF ACTION: Violation of California Insurance Code § 662**

Plaintiff realleges and incorporates by reference all prior paragraphs as though fully set forth herein.

- Defendants failed to comply with **California Insurance Code § 662** by issuing a defective cancellation notice and failing to provide Plaintiff with a reasonable opportunity to cure the alleged default.
- Defendant violated **California Insurance Code § 662** by failing to send correct and proper notice of cancellation to Plaintiff's correct address.

This violation resulted in financial harm and emotional distress to Plaintiff.

**NINTH CAUSE OF ACTION: Violation of California Business & Professions Code § 17200**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant engaged in unjust rejection, fraudulent and unfair business practices, violating **California Business & Professions Code § 17200**.

Plaintiff is entitled to damages for Defendant's unfair and deceptive conduct.

**TENTH CAUSE OF ACTION: Intentional Infliction of Emotional Distress (IIED)**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

- Defendant's conduct, including mishandling and misrepresenting inaccurate records as evidentiary support to [wrongfully] canceling the policy, was extreme and outrageous, causing Plaintiff severe emotional distress.
- Defendant's egregious refusal to accept responsibility contributed to the deterioration of an already aggravated injury sustained during the subject accident claim.

As a result the Plaintiff endured debilitating pain and suffering which requires ongoing MRI exams, treatment, therapy, and prescription medications.

**ELEVENTH CAUSE OF ACTION: Negligent Infliction of Emotional Distress (NIED)**

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

Defendant's negligent handling of Plaintiff's payments and policy caused foreseeable emotional distress.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

1. For **compensatory** damages in an amount to be determined at trial, including medical expenses, lost wages, and policy benefits;
2. For **punitive** damages for Defendant's fraudulent, malicious, and oppressive conduct;

3. For **consequential** damages, including emotional distress and the physical toll caused by the wrongful cancellation;
4. For **billable hour costs** incurred equal to that of attorney's fees and costs as allowed by **California Code of Civil Procedure § 1021.5**;
5. For **unpaid policy benefits**, less any amounts exceeding the at-fault driver's policy limits;
6. For **interest** on all damages as allowed by law;
7. For **any other relief the Court deems just and proper**, including but not limited to reimbursement for additional costs incurred in addressing the wrongful cancellation.

#### **EXHIBITS**

- **Exhibit A:** Payment records showing timely payments and account details (to be provided upon request).
- **Exhibit B:** Fraudulent or misrepresented transaction records containing coverup of incorrect account numbers that were submitted to justify the wrongful cancellation (to be provided upon request).
- **Exhibit C:** Transcriptions of phone call conversations with Horace Mann agents acknowledging internal errors and required confirmation of justly cancellation (to be provided upon request).
- **Exhibit D:** Medical and therapy records and imaging documenting the physical and emotional damages sustained as a result of the wrongful cancellation (to be provided upon request).
- **Exhibit E:** Email Correspondences that support allegations of involvement and potential liability made against Defendant Raymond Pruitt

EXHIBIT A

2:24-cv-10546-MWF-BFM Declaration of SAC SAC Operate leading Filed 01/03/2024 30.2025

---

DATED: 12.10.2024



Stephen Chapman

Plaintiff, In Pro Per

# EXHIBIT E

**Document:** Email correspondence with opposing counsel.

**Includes:** Statements dismissing the procedural validity of the SAC, despite the state court acceptance.

*See >link< attached herein --*

*'DECLARATION OF STEPHEN CHAPMAN  
AND SUBSEQUENT EXHIBIT A'*

# EXHIBIT F

**Document: Defendant's Notice of Removal filed in federal court on December 6, 2024.  
Includes: Filing confirmation and date.**

# EXHIBIT G

**Document: Plaintiff's Motion to Strike Notice of Removal and Remand submitted in state clerk 12/30/2024- filed in state court on**

**01/03/2025 - Scheduled for Hearing 03/13/2025**

**Includes: Clerk Endorsed Copy  
See Ledger Under (Exhibit A) herein**

**NOTICE:**

Aimed to reduce waste and preserve the time of the court the complete copy of the Motion heretofore "EXHIBIT G" has been provided in the electronic version of this document filed with the court.

1 **Stephen Chapman**  
2 7917 Selma Ave 336  
3 Los Angeles CA 90046  
4 619-550-7543  
5 [StefinChapman@outlook.com](mailto:StefinChapman@outlook.com)  
6 Plaintiff, In Pro Per

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
1/06/2025 12:38 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By K. Hung, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF LOS ANGELES**

9 **STEPHEN CHAPMAN,**  
10 Plaintiff,

11 vs.

12 **HORACE MANN PROPERTY &**  
13 **CASUALTY INSURANCE COMPANY, et**  
14 **al.,**

15 Defendants (Inclusive Of Does 1  
16 Through 50, Inclusive, And Each Of Them).

**Case No.:** 24STCV27909

**Judge:** Honorable Michael Shultz

**Dept.** 40

**Hearing Date:** March 13, 2025

**Hearing Time:** 08:30 AM

**NOTICE OF MOTION AND MOTION TO  
STRIKE NOTICE OF REMOVAL,  
RECOGNIZE SECOND AMENDED  
COMPLAINT AS OPERATIVE  
PLEADING, AND REMAND TO STATE  
COURT**

**DATED:** 12/30/2024

**Res. # 302742640065**

19 **NOTICE OF MOTION AND MOTION**  
20 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

21 **PLEASE TAKE NOTICE** that on **March 13, 2024**, at **8:30 AM**, or as soon thereafter as  
22 the matter may be heard in Department 40 of the Stanley Mosk Courthouse, located at 111 N.  
23 Hill Street, Los Angeles, CA 90012, Plaintiff Stephen Chapman will, and hereby does, move  
24 the Court for an order:  
25  
26  
27  
28

**NOTICE OF MOTION AND MOTION**



- 1       1. **Striking the Notice of Removal** filed by Defendant Horace Mann Property & Casualty
- 2             Insurance Company pursuant to **28 U.S.C. § 1447(c)**;
- 3       2. **Recognizing the Second Amended Complaint (SAC)** as the operative pleading, with
- 4             the filing date retroactively applied to **December 10, 2024, the date it was submitted**
- 5             **and accepted by the State Superior Court before removal**;
- 6       3. **Remanding this case to the Superior Court of California, County of Los Angeles**, on
- 7             the following grounds:
- 8
  - 9               • **Destruction of complete diversity**: Defendant Raymond Pruitt, the agent of
  - 10              record, is a California-licensed insurance agent and a resident of California; and
  - 11              • **Procedural defects in the notice of removal**: The defense failed to file the
  - 12              notice of removal with the state court, as required by **28 U.S.C. § 1446(d)**.
  - 13
  - 14       4. Staying federal proceedings pending resolution of this motion.
  - 15

16 This motion is based on:

- 17       • This Notice of **Motion and Motion**,
- 18       • The attached **Memorandum of Points and Authorities**,
- 19       • **Exhibits** submitted in support of the motion;
- 20       • The Accepted **Second Amended Complaint**
- 21       • The **Declaration** of Plaintiff Stephen Chapman, and
- 22       • Any further evidence and argument presented at or before the hearing.
- 23
- 24
- 25
- 26
- 27
- 28

**Dated: 12/30/2024**

**Respectfully submitted,**

  
.....  
**STEPHEN CHAPMAN**

**Plaintiff, In Pro Per**



# Journal Technologies Court Portal

## Court Reservation Receipt

### Reservation

Reservation ID:

302742640065

Reservation Type:

Motion for Order (Striking Defendant's Notice of Removal, Grant Leave to Amend Complaint, and Remand Case to State Court)

Status:

RESERVED

Number of Motions:

1

Case Number:

24STCV27909

Case Title:

STEPHEN CHAPMAN vs HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY

Filing Party:

Stephen Chapman (Plaintiff)  
Date/Time:

Location:

Stanley Mosk Courthouse - Department 40  
Confirmation Code:

March 13th 2025, 8:30AM

CR-T4VNHHZNFCVYLTHW

### Fees

Motion for Order (name extension) *** Fees Exempted by Fee Waiver ***	0.00	1	0.00
TOTAL			

### Payment

Amount:

\$0.00

Type:

FEE\_WAIVER

[? Back to Main](#)

☐ Print Page

# EXHIBIT H

**Document: Plaintiff's Ex Parte Application to the federal court for judicial notice.  
To be Stricken from Record per Jurisdiction and the Enclosed Memorandum of Points and  
Authorities Herein**



UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Stephen Chapman

CASE NUMBER:

PLAINTIFF(S)

2:24-cv-10546-MWF-BFM

v.

Horace Mann Property and Casualty Insurance  
Company, et al.,

DEFENDANT(S).

NOTICE TO FILER OF DEFICIENCIES  
IN FILED DOCUMENT

## PLEASE TAKE NOTICE:

The following problem(s) have been found with your filed document:

01/23/2025

Date Filed

N/A

Document No.

Proposed Order

Title of Document

## DOCKETING AND FORMATTING ERRORS:

- ☐ Local Rule 11-3.8 title page is missing, incomplete, or incorrect
- ☐ Document lacks required signature
- ☐ Document linked incorrectly to the wrong document/docket entry
- ☐ Document submitted in the wrong case
- ☐ Incorrect document is attached to the docket entry
- ☐ Incorrect event selected. Correct event to be used is \_\_\_\_\_
- ☐ Proposed document was not submitted or was not submitted as a separate attachment
- ☐ Other: \_\_\_\_\_

## MOTION-RELATED ERRORS:

- ☐ Local Rule 7-3 compliance statement missing
- ☐ Local Rules 6-1, 7-9, 7-10 motion, opposition, or reply papers untimely
- ☐ Hearing information is missing, incorrect, or untimely
- ☐ Local Rule 11-6 Memorandum exceeds 25 pages
- ☐ Other: \_\_\_\_\_

## OTHER ERRORS:

- ☐ Local Rule 83-2.5 no letters to the Judge
- ☐ Fed. R. Civ. P. 5 no proof of service attached
- ☐ Local Rule 7-1.1 no notice of interested parties
- ☒ Other: Proposed documents require a signature by the court only.

**Note:** In response to this notice, the Court may: 1) order an amended or corrected document to be filed; 2) order the document stricken; or 3) take other action as the Court deems appropriate. You need not take any action in response to this notice unless and until the Court directs you to do so.

Clerk, U.S. District Court

Dated: 01/24/2025By: M. Robles Vazquez (213)894-3535  
Deputy Clerk

cc: Assigned District Judge and/or Magistrate Judge

Please refer to the Court's website at [www.cacd.uscourts.gov](http://www.cacd.uscourts.gov) for Local Rules, General Orders, and applicable forms.



MIME-Version:1.0 From:cacd\_ecfmail@cacd.uscourts.gov To:ecfnf@cacd.uscourts.gov Bcc:  
--Paper recipients: Stephen Chapman  
7917 Selma Ave No 336  
Los Angeles CA 90046  
--Case Participants: Marc J. Shrake (mshrake@fmglaw.com, slovos@fmglaw.com), Kristin A  
Ingulsrud (connie.spears@fmglaw.com, kristin.ingulsrud@fmglaw.com), Judge Michael W. Fitzgerald  
(crd\_fitzgerald@cacd.uscourts.gov), Magistrate Judge Brianna Fuller Mircheff  
(crd\_fullermircheff@cacd.uscourts.gov)  
--Non Case Participants:  
--No Notice Sent:  
Message-Id:<39392131@cacd.uscourts.gov>Subject:Activity in Case 2:24-cv-10546-MWF-BFM  
Stephen Chapman v. Horace Mann Property and Casualty Insurance Company Deficiency in Filed  
Documents (G-112A) - optional html form Content-Type: text/html

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT  
RESPOND to this e-mail because the mail box is unattended.

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* Judicial Conference of the United States policy  
permits attorneys of record and parties in a case (including pro se litigants) to receive one free  
electronic copy of all documents filed electronically, if receipt is required by law or directed by  
the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of  
each document during this first viewing. However, if the referenced document is a transcript, the  
free copy and 30 page limit do not apply.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered on 1/24/2025 at 3:46 PM PST and filed on 1/24/2025

Case Name: Stephen Chapman v. Horace Mann Property and Casualty Insurance  
Company  
Case Number: 2:24-cv-10546-MWF-BFM  
Filer:  
Document  
Number: 14

Docket Text:

NOTICE TO FILER OF DEFICIENCIES in Filed Document RE: Ex Parte [11]. The following  
error(s) was/were found: Proposed documents require a signature by the court only. In response  
to this notice, the Court may: (1) order an amended or correct document to be filed; (2) order  
the document stricken; or (3) take other action as the Court deems appropriate. You need not  
take any action in response to this notice unless and until the Court directs you to do so. (iv)

2:24-cv-10546-MWF-BFM Notice has been electronically mailed to:

Marc J. Shrake slovos@fmglaw.com, mshrake@fmglaw.com

Kristin A Ingulsrud connie.spears@fmglaw.com, kristin.ingulsrud@fmglaw.com

2:24-cv-10546-MWF-BFM Notice has been delivered by First Class U. S. Mail or by other means



# EXHIBIT I

**Document: Communication from the State Court Clerk.**  
**Includes: Explicit confirmation of the SAC as the operative pleading.**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Branch Name:** Stanley Mosk Courthouse

**Mailing Address:** 111 North Hill Street

**City, State and Zip Code:** Los Angeles CA 90012

**SHORT TITLE:** STEPHEN CHAPMAN vs HORACE MANN PROPERTY & CASUALTY  
INSURANCE COMPANY

**CASE NUMBER:**  
24STCV27909

**NOTICE OF CONFIRMATION OF ELECTRONIC FILING**

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of LOS ANGELES. In order to process the filing, the fee shown was assessed.

**Electronic Filing Summary Data**

Electronically Submitted By: Journal Technologies Inc.

Reference Number: EF-fc9bdeb46ddb

Submission Number: 25LA00113170

Court Received Date: 01/19/2025

Court Received Time: 1:28 pm

Case Number: 24STCV27909

Case Title: STEPHEN CHAPMAN vs HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY

Location: Stanley Mosk Courthouse

Case Type: Civil Unlimited

Case Category: Insurance Coverage (not complex)

Jurisdictional Amount: Over \$35,000

Notice Generated Date: 01/24/2025

Notice Generated Time: 7:58 am

**Documents Electronically Filed/Received**

**Status**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Summons

Rejected

Reject Reason(s):

Other: summons- does not match the complaint (operative pleading  
is 2nd amended complaint)

Supplemental Declaration (name extension)

Rejected

Reject Reason(s):

Other: declaration- duplicate document, already in our system, if this is an exhibit it requires a new caption/face page

**Comments**

Submitter's Comments: Requests Summons for Amended Complaint to serve Defendant Raymond Pruitt. Clean SAC copy included; attachments show SAC as operative (filed Declaration, 'accepted' SAC). Aimed to ensure compliance, avoid delay, and address stay ahead of 03-13-2025 motion.

Clerk's Comments:

**Electronic Filing Service Provider Information**

Service Provider: Journal Technologies Inc.

Contact: Journal Technologies Inc.

Phone: (877) 545-1842 Ext. 1



**SEE STATE COURT DOCKET HERETOFORE "EXHIBIT B"**